

Dated 8 SEPTEMBER

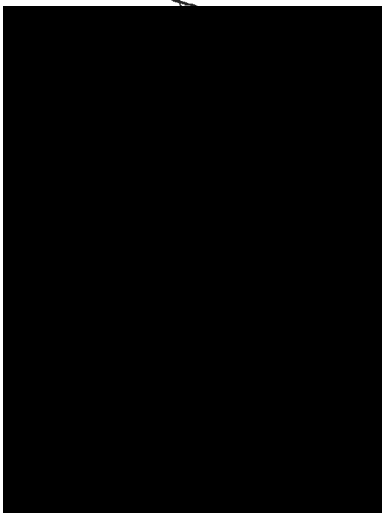
2022

G & J MANN LIMITED
and
GLADMAN DEVELOPMENTS LIMITED
to
GLOUCESTER CITY COUNCIL
and
GLOUCESTERSHIRE COUNTY COUNCIL

**Planning obligation by deed of Unilateral Undertaking under the Town
and Country Planning Act 1990 section 106**

relating to

**Land off Hempsted Lane
Gloucester
Gloucestershire**



Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB
Tel: 01260 288800

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THIS UNILATERAL UNDERTAKING is given the 8TH day of SEPTEMBER 2022

BY:

- 1) **G & J MANN LIMITED** (Company Number 00626982) whose registered office is at Staverton Court, Staverton, Cheltenham, Gloucester, GL51 OUX ('the Owner')

TO:

- 2) **GLOUCESTER CITY COUNCIL** of PO Box 3252, Gloucester, GL1 9FW ('the Council') and
- 3) **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall, Westgate Street, Gloucester, GL1 2TG ('the County Council')

WITH THE CONSENT OF:

- 4) **GLADMAN DEVELOPMENTS LIMITED** (company registration number 3341567) whose registered office is at Gladman House, Alexandria Way, Congleton Business Park, Congleton, CW12 1LB ('the Promoter')

RECITALS

- 1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated.
- 2) The County Council is the local highway authority (save for special and trunk roads) the county planning authority the education authority and the library authority for the area in which the Site is situated.
- 3) The Owner is the freehold owner of the Site as set out in Schedule 1.
- 4) The Owner and the Promoter have entered into the Promotion Agreement.
- 5) The Promoter submitted the Application to the Council on 26 March 2020.

- 6) The Council failed to determine the Application within the statutory time period and the Promoter has submitted the Appeal for determination by the Secretary of State.
- 7) The Owner is prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Appeal.
- 8) The Owner and the Promoter believe that the planning obligations contained in this deed are:
 - necessary to make the Development acceptable in planning terms;
 - directly relate to the Development; and
 - that they are fairly and reasonably related in scale and kind to the Developmentin accordance with both regulation 122 of the CIL Regulations (as amended) and the NPPF (including paragraph 57 thereof).
- 9) The County Council has requested the County Provisions pursuant to the Highways Act 1980 section 278, the Public Libraries and Museums Act 1964, the Education Act 1996 chapter III, the Local Government Act 1972 section 111 and the Localism Act 2011 section 1 and any other enabling powers.

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

- 1.1.1 **'the 1990 Act'** means the Town and Country Planning Act 1990 (as amended)
- 1.1.2 **'Affordable Home Ownership'** means Affordable Housing for sale as described in paragraph (d) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF
- 1.1.3 **'Affordable Home Ownership Unit'** means an Affordable Housing Unit to be provided as Affordable Home Ownership in accordance with the Affordable Housing

Scheme approved pursuant to paragraph 4.1 of Schedule 2 of this deed and **'Affordable Home Ownership Unit(s)'** shall be construed accordingly

1.1.4 **'Affordable Housing'** means Affordable Rented Housing Social Rented Housing and Affordable Home Ownership provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households

1.1.5 **'the Affordable Housing Land'** means the land within the Site upon which the Affordable Housing Units are to be constructed

1.1.6 **'the Affordable Housing Scheme'** means the scheme to be submitted for the prior written approval of the Council pursuant to paragraph 4.1 of Schedule 2 which shall accord with the Affordable Housing Tenure Mix and which shall include details of:

(i) the numbers, type, tenure and location on the Site of the Affordable Housing, which shall include three clusters of Affordable Housing Units distributed evenly throughout the Development and its location within any Phase of Development, and

(ii) the timing of the construction and occupation of the Affordable Housing and its phasing in relation to the occupancy of the Market Housing Units, and

(iii) in relation to the Affordable Rented Housing the Social Rented Housing and any Affordable Home Ownership Units that are to be managed by a Registered Provider the arrangements for the transfer of the Affordable Housing to a Registered Provider, and

(iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing, and in particular the provisions to be included in the transfers of the Affordable Home Ownership Units to ensure that such units are retained as Affordable Home Ownership Units in perpetuity in particular the market discount provisions to meet the identified Council's housing need

(v) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing which shall accord with the Homeseeker Plus Scheme

- 1.1.7 **'Affordable Housing Tenure Mix'** means the percentage of the Affordable Rented Units, Social Rented Units and Affordable Home Ownership Units to be provided as one, two, three, four and five Bedroom Dwellings as set out in the table in Schedule 5
- 1.1.8 **'the Affordable Housing Units'** means that part of the Development comprising 20% (twenty percent) of the Dwellings (rounded up to the nearest whole number) which shall be constructed for Affordable Housing in accordance with the approved Affordable Housing Scheme, 26% (twenty six percent) of which shall be Affordable Rented Housing; 40% (forty percent) of which shall be Social Rented Housing; and 34% (thirty four percent) of which shall be Affordable Home Ownership and **'an Affordable Housing Unit'** shall be construed accordingly
- 1.1.9 **'Affordable Rented Housing'** means Affordable Housing for rent as described in paragraph a) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for affordable rent or is at least 20% below local market rents (including service charges where applicable) which rent shall not exceed the Local Housing Allowance Rate and **'Affordable Rented Unit(s)'** shall be construed accordingly
- 1.1.10 **'Annual Infrastructure Funding Statement'** means an annual infrastructure funding statement as required by Regulation 121A of the CIL Regulations
- 1.1.11 **'the Appeal'** means the appeal to the Secretary of State following the non-determination of the Application by the Council given appeal reference APP/U1620/W/22/3296510
- 1.1.12 **'the Application'** means the application for outline planning permission for the Development dated 26 March 2020 submitted to the Council and allocated reference number 20/00315/OUT for the erection of up to 245 dwellings with public open space, structural planting and landscaping, surface water flood mitigation and attenuation

and vehicular access point from Hempsted Lane. All matters reserved except for means of vehicular access.

- 1.1.13 **'Bedroom'** means a room in a Dwelling designed as a bedroom or study/bedroom and **'Bedrooms'** shall be construed accordingly
- 1.1.14 **'Bondsman'** means a company or person that achieves a Financial Strength Indicator of 5A together with a Risk Indicator of 1 and a minimum risk of failure when a check is carried out with Dun and Bradstreet or alternatively has been approved in writing by the County Council's Assistant Director of Legal Services
- 1.1.15 **'BS Standard'** means the appropriate British Standard relating to playing field surfaces and play equipment currently BS EN 1176 and BS EM 1177 or any amendment or replacement thereof
- 1.1.16 **'CIL'** means Community Infrastructure Levy as defined in Regulation 3 of the CIL Regulations
- 1.1.17 **'CIL Regulations'** means the Community Infrastructure Levy Regulations 2010 (as amended)
- 1.1.18 **'the Commencement of Development'** means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and **'Commence Development'** shall be construed accordingly
- 1.1.19 **'the County Provisions'** means the Library Contribution, the Highway Improvement Contribution, the Secondary Education (aged 11-16 years) Contribution, the Travel Plan Bond, the Travel Plan Deposit and the Travel Plan Monitoring Fee
- 1.1.20 **'the Date of Practical Completion'** means the date of issue of a certificate of practical completion by the Owner's architect or such other competent person or, if the

Development is constructed by a party other than the Owner, by that other party's architect or such other competent person

- 1.1.21 **'Decision Letter'** means the decision letter issued by the Planning Inspector or the Secretary of State confirming whether or not the Appeal is allowed
- 1.1.22 **'the Development'** means the development of the Site with the erection of up to 245 dwellings with public open space, structural planting and landscaping, surface water flood mitigation and attenuation and vehicular access point off Hempsted Lane with all matters reserved except for means of vehicular access pursuant to the Planning Permission
- 1.1.23 **'a Dwelling'** means a dwelling (including a house, flat, maisonette or bungalow) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly
- 1.1.24 **"Fields in Trusts Standards"** means the guidance dated November 2020 published by the Fields in Trust organisation with the title Guidance for Outdoor Sport and Play Beyond the Six Acre Standard England or any amendment or replacement thereof
- 1.1.25 **'Flat'** means a Dwelling that occupies a single floor and/or does not benefit from private open space for the exclusive use of the residents of that dwelling and no other persons, and which is not a bedsit or a studio
- 1.1.26 **'the Formal Sport Contribution'** means the sum of £500,000 (five hundred thousand pounds) as increased by the Index as defined in 1.1.33.4 payable as a contribution towards the costs of the Council's pitch improvement grant programme and additional/improved sports provision within the local area of the Site
- 1.1.27 **'Gloucestershire School Places Strategy'** means a document that sets out the pupil place needs in mainstream schools in Gloucestershire between 2021 and 2026 as published by the County Council in March 2021 (and shall be inclusive of all supplements and modifications or updates as shall be in circulation at the time)
- 1.1.28 **'the Highway Improvement Contribution'** means the sum of £3,000 (three thousand pounds) payable to the County Council towards the costs of improvements to

uncontrolled crossing points at Hempsted Lane/Court Gardens and Hempsted Lane/Hinton Close

- 1.1.29 **'House'** means a Dwelling that does not meet the definition of a Flat
- 1.1.30 **'Homes England'** means the successor body to the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising functions in relation to the funding of affordable housing and being the regulator of social housing providers in England and includes any successor body exercising similar functions
- 1.1.31 **'Homeseeker Plus Policy'** means the document so called and prepared and published and amended from time to time jointly by the local housing authorities in Gloucestershire and West Oxfordshire available at www.homeseekerplus.co.uk which governs the Affordable Housing allocation procedure
- 1.1.32 **'Homeseeker Plus Scheme'** means a letting scheme set out in the Homeseeker Plus Policy where applicants are invited to express interest in an available Affordable Housing Unit in accordance with the procedure detailed in the Homeseeker Plus Policy
- 1.1.33 **'the Index'** means:
- 1.1.33.1 the ONS Construction Output Price Index – New Work Output Prices – Infrastructure – 2015 = 100 issued by the Office for National Statistics or any other Department Ministry or other body upon which the duties in connection with that index devolves in relation to the Highway Improvement Contribution
 - 1.1.33.2 the Retail Prices Index issued by the Office for National Statistics or by any other Department Ministry or other body upon which the duties in connection with that index devolves in relation to the Library Contribution
 - 1.1.33.3 the RPI (Motoring) ('RPI(M)') as published by the Office of National Statistics or by any other Department Ministry or other body upon which the duties in connection with that index devolves in relation to the Travel Plan Monitoring Fee and Travel Plan Bond Sum and/or Travel Plan Deposit

1.1.33.4 the Building Cost Information Service All-in Tender Price Index (BCIS All-in TPI) issued by the Royal Institution of Chartered Surveyors (RICS) or any successor body upon which the duties in connection with that index devolves in relation to the Secondary Education (aged 11-16 years) Contribution and Formal Sport Contribution

AND in the event that any of the above bodies/institutions cease to compile or publish the respective index or indices referred to such other index or indices as the Owner and the County Council shall agree in writing as appropriate and FOR THE AVOIDANCE OF DOUBT such index or indices shall be an index which gives an accurate indication of the rate of inflation of the price in the UK from month to month

1.1.34 **'Infrastructure'** has the meaning ascribed in Section 216(2) of the Planning Act 2008

1.1.35 **'Interest'** means interest at 5% above the base lending rate of Bank of England from time to time

1.1.36 **'Local Housing Allowance Rate'** means the local housing allowance rate from year to year applicable in the area in which the Site is situated

1.1.37 **'the Library Contribution'** means the sum derived by multiplying the number of Dwellings by £196 (one hundred and ninety six pounds) payable towards the costs of refurbishment, reconfiguration and upgrades, improvements to stock, IT and digital technology and integrated services at Gloucester Library to meet the increased demand arising from the Development

1.1.38 **'Management Company'** means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the Open Space

1.1.39 **'Management Plan'** means a scheme to be submitted to and approved in writing by the Council which identifies:

- (i) the future management and maintenance requirements of the Open Space
- (ii) the proposed ongoing maintenance operations for the Open Space, specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Open Space
- (iii) the proposed means of funding the ongoing maintenance and management of the Open Space in accordance with the Management Plan by the Owner and where one is formed pursuant to the provisions of this deed the Management Company
- (iv) a mechanism for the periodic review with the Council and where necessary amendment of the Management Plan
- (iv) the provision of public indemnity insurance for the Open Space in the sum of a minimum of £5m (five million pounds)
- (v) the mechanism of transfer of the Open Space from the Owner to the Management Company

1.1.40 **'the Market Housing Units'** means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

1.1.41 **'the Monitoring Fee'** means the sum of £2,465 (two thousand four hundred and sixty five pounds) payable to the Council upon the submission of the first Reserved Matters Application to allow the Council to monitor the compliance of the Owner with its obligations hereunder

1.1.42 **'Net Capital Receipts'** means shall be the amount received by the Registered Provider after deduction of all legal and other costs reasonably incurred in connection with the transaction that release the equity and any sums to be repaid to a grant or mortgage provider of Affordable Housing

1.1.43 **'the NPPF'** means the National Planning Policy Framework issued by the Department for Housing, Communities and Local Government and dated July 2021

1.1.44 **'to Occupy'** means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel

engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **'Occupation'** and **'Occupied'** shall be construed accordingly

- 1.1.45 **'the Open Space'** means the informal open space and landscaping including the Play Area for use by the general public to be provided on the Site in accordance with the Planning Permission and the Open Space Works Specification
- 1.1.46 **'the Open Space Works Specification'** means a specification for the laying out of the Open Space to be submitted to the Council prior to the first Reserved Matters Application and which shall comply with the applicable Fields in Trust Standards and where appropriate in accordance with the applicable BS Standard and include details of the outdoor gym equipment current at the time of submission of the Open Space Works Specification
- 1.1.47 **'Party'** means any of the parties to this deed
- 1.1.48 **'Phase of Development'** means a phase of development which shall be in accordance with the planning conditions to which the Planning Permission is subject and **'Phases of Development'** shall be construed accordingly
- 1.1.49 **'Phasing Plan'** means a plan detailing how the Development will be built out by Phases of Development to be submitted to the Council with the first Reserved Matters Application unless agreed otherwise between the parties
- 1.1.50 **'the Plan'** means the plan attached to this deed
- 1.1.51 **'Planning Inspector'** means the inspector appointed by the Secretary of State to preside over the public inquiry in relation to the Appeal
- 1.1.52 **'the Planning Permission'** means any planning permission issued by the Secretary of State or the Planning Inspector in determining the Appeal
- 1.1.53 **'the Play Area'** means a local equipped area for play, a neighbourhood equipped area for play, a multi-use games area and outdoor gym equipment for use by the general public to be provided on the Site in accordance with the Planning Permission and designed and constructed in accordance with the applicable Fields in Trust Standards

and applicable BS Standard current at the time of submission of the Open Space Works Specification

- 1.1.54 **'the Promotion Agreement'** means a promotion agreement dated 11 February 2020 in respect of the Site made between the Owner and the Promoter
- 1.1.55 **'Prompt Written Notice'** means no less twenty eight (28) Working Days prior to an anticipated event and within seven (7) Working Days of the actual event
- 1.1.56 **'a Protected Tenant'** means any tenant who:
- 1.1.56.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
 - 1.1.56.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit, or
 - 1.1.56.3 was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit
- 1.1.57 **'Qualifying Flats'** means the total number of Dwellings that meet the definition of a Flat and that have two or more rooms that may by design be used as Bedrooms
- 1.1.58 **'Qualifying Houses'** means the total number of Dwellings that meet the definition of a House and that have two or more rooms that may by design be used as Bedrooms
- 1.1.59 **'Registered Provider'** means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with Homes England or any other body who may lawfully provide or fund Affordable Housing from time to time
- 1.1.60 **'Reserved Matters Application'** means an application for the approval of reserved matters as defined by the Development Management Procedure Order 2015

- 1.1.61 **'the Secondary Education (aged 11-16 years) Contribution'** means the sum derived by applying the formula $(A+B \times 0.17) \times \text{£}19,312$ (being the DfE per pupil multiplier for 2021) where A is the number of Qualifying Flats and B is the number of Qualifying Houses, payable towards the costs of the provision of secondary education infrastructure in the Gloucester Secondary Planning Area referred to in the Gloucestershire School Places Strategy or as otherwise directed by the County Council towards the provision of secondary education to meet the needs arising from the Development
- 1.1.62 **'Secretary of State'** means the Secretary of State for Levelling Up, Housing and Communities or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the 1990 Act
- 1.1.63 **'Service Charges'** means a charge made to the Occupiers of the Affordable Rented Units, the Social Rented Units and any of the Affordable Home Ownership Units occupied under a Shared Ownership Lease to cover the reasonable cost of the yearly maintenance and management of common parts communal gardens or landscaping areas of the Development that directly benefit the Affordable Housing Units to a standard reasonably required but for the avoidance of doubt shall not include any charge made in respect of the provision of health care services and utilities supplied to or used by Occupiers of an individual Dwelling and shall be eligible for Local Housing Allowance Rate or equivalent/successor scheme and shall be affordable in relation to local incomes and earnings
- 1.1.64 **'Shared Ownership Lease'** means a form of lease of an Affordable Home Ownership Unit which shall be in accordance with the Homes England model form of shared ownership lease or such other successor bodies' model form of lease as may be from time to time in place and on terms that permit the part purchase of the open market value of the equity in an Affordable Home Ownership Unit with an initial interest of between 25-75% of market value together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the Affordable Home Ownership Unit up to a value which does not exceed the rent set by Homes England

from time to time (or such other rent or form of lease approved in writing by the Council) and to acquire an additional share from time to time so as to increase their ownership to 100% of the full market value of the Affordable Home Ownership Unit

- 1.1.65 **'Social Rented Housing'** means Affordable Housing for rent as described in paragraph a) to the definition of 'Affordable Housing' in Annex 2: Glossary to the NPPF where the rent is set in accordance with the Government's rent policy for social rent which rent including Service Charges shall not exceed the Local Housing Allowance Rate and **'Social Rented Unit(s)'** shall be construed accordingly
- 1.1.66 **'the S106 Monitoring Officer'** means the officer of the County Council appointed from time to time with the role of monitoring the compliance of the Owner or other persons with the provisions of this deed
- 1.1.67 **'the S106 Monitoring Officer Fees'** means the charges for monitoring compliance with this deed in so far as it relates to County Provisions in the sum of £3,000 (three thousand pounds, being £500 (five hundred pounds) payable on execution of this deed and the balance of £2,500.00 (two thousand five hundred pounds) payable on or prior to Commencement of Development
- 1.1.68 **'the Site'** means the land against which this deed may be enforced shown edged red on the Plan and described in Schedule 1
- 1.1.69 **'Travel Plan'** means the travel plan that is compliant with the County Council's Travel Plan Guide for Developers (currently dated July 2011) to be submitted for the approval of the County Council and thereafter implemented by the Owner in accordance with the Planning Permission to deliver a modal shift away from the private car in favour of public transport and other means of travel including walking and cycling and this definition includes any amendments or variations of the same
- 1.1.70 **'Travel Plan Bond'** means a bond substantially in the form of the draft set out in Schedule 6 to be approved by the County Council to the effect that if the Owner defaults in any way in carrying out its obligations under the approved Travel Plan then the County Council may demand a sum (not exceeding the Travel Plan Bond Sum plus Indexation) necessary to remedy the default from the Bondsman

- 1.1.71 **the Travel Plan Bond Sum**’ means the sum of £45,425.00 (forty five thousand four hundred and twenty five pounds)
- 1.1.72 ‘the **Travel Plan Deposit**’ means the sum of £45,425.00 (forty five thousand four hundred and twenty five pounds) which may be utilised by the County Council if the Owner defaults in any way in carrying out its obligations under the approved Travel Plan to carry out any steps necessary to remedy such default
- 1.1.73 ‘Travel **Plan Monitoring Fee**’ means the sum of £5,000 (five thousand pounds) payable towards the costs of the County Council monitoring the implementation of the Travel Plan
- 1.1.74 ‘**VAT**’ means the tax referred to in the Value Added Tax Act 1994 or any tax of a similar nature which is introduced in substitution for or as an addition to such tax from time to time
- 1.1.75 ‘**Working Day**’ means any date from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday

1.2 Interpretation

- 1.2.1 Reference in this deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this deed so numbered.
- 1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits.
- 1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments,

orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

1.2.6 References to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of the agreement.

2. Legal basis

2.1 This deed is made pursuant to the 1990 Act section 106.

2.2 The terms of this deed create planning obligations binding on the Owner pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council and the County Council as local planning authorities.

3. Conditions, duration and enforcement

3.1 Conditions precedent

This deed is conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clause 6, Provisions of Immediate Effect, and save in respect of any obligations in this deed expressly requiring compliance prior to the Commencement of Development, which shall come into effect immediately upon completion of this deed.

3.2 CIL Regulations

3.2.1 If in determining the Appeal the Secretary of State or the Planning Inspector expressly states in the Decision Letter that any planning obligation contained in this deed:

- 3.2.1.1 is not a material planning consideration; or
- 3.2.1.2 can be given no weight in determining the Appeal; or
- 3.2.1.3 does not constitute a reason for granting Planning Permission in accordance with Regulation 122 of the CIL Regulations,

then subject to clause 9.2 of this deed such planning obligation shall not be enforceable pursuant to this deed and shall cease to have effect within this deed save as set out in the Decision Letter.

- 3.2.2 In the event that the Secretary of State or the Planning Inspector grants the Planning Permission for the Development then if at the date of the grant of the Planning Permission an Annual Infrastructure Funding Statement has been published by the Council any contribution payable under the terms of this deed which is specifically identified in that Annual Infrastructure Funding Statement as Infrastructure for the same purpose as set out in this deed shall cease to be payable.

3.3 **Duration**

- 3.3.1 This deed shall cease to have effect, in so far only as it has not already been complied with or should have been complied with, if the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure or expires before the Commencement of Development.
- 3.3.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this deed after parting with his entire interest in the Site, but without prejudice to liability for any subsisting breach arising before parting with that interest.

3.4 **Other development**

Nothing in this deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this deed.

3.5 Non-enforcement

3.5.1 This deed shall not be enforceable against individual owner-occupiers or tenants of Dwellings constructed pursuant to the Planning Permission, nor against those deriving title from such owner-occupiers or tenants or their mortgagees, except in respect of:

3.5.1.1 Schedule 2 paragraph 4.5 which shall remain enforceable against owner-occupiers and/or tenants of Affordable Housing Units and those deriving title from them to the extent permitted by the terms of this deed; and

3.5.1.2 Schedule 2 paragraph 3.8(ii) which shall remain enforceable against the owner of a Dwelling in so far as there is a breach of that provision in relation to the Dwelling in which such person has an interest.

3.5.2 The obligations contained in this deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services.

4. Owner's covenants

4.1 The Owner covenants with the Council as set out in Schedule 2.

4.2 The Owner covenants with the County Council as set out in Schedule 3.

5. The Promoter's Consent

5.1 The Promoter acknowledges and declares that:

5.1.1 this deed has been entered into by the Owner with its consent, and

5.1.2 the Site shall be bound by the obligations contained in this deed.

6. Provisions of immediate effect

6.1 On completion of this deed the Promoter shall pay to the Council their reasonable legal costs incurred in the negotiation of this deed in the sum of £2,850 (two thousand eight hundred and fifty pounds).

6.2 On completion of this deed the Promoter shall pay to the County Council:

- 6.2.1 its technical charges in relation to the negotiation of this deed in the sum of £624.00 (six hundred and twenty four pounds) and;
 - 6.2.2 its reasonable legal fees in negotiating the terms of this Deed in the sum of £3,215.66 (three thousand two hundred and fifteen pounds and sixty six pence); and
 - 6.2.3 the sum of £500 (five hundred pounds) being an initial payment of the S106 Monitoring Officer Fees
- 6.3 Nothing in this deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.4 The Owner agrees to give the Council and the County Council Prompt Written Notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this deed have been discharged such notice to contain details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED THAT this obligation shall not be applicable to the disposal of individual Dwellings to individual purchasers.

7. Notices and Evidence of Compliance

Notices

- 7.1 Subject to clauses to 7.2 and 7.3 below any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.
- 7.2 The address for any notice or other written communication shall be within the United Kingdom.
- 7.3 A notice or communication shall be served or given:
- 7.3.1 on the Owner at the address set out above, or such other address as shall be notified in writing to the Council and the County Council from time to time, and

- 7.3.2 on the Promoter at its registered office from time to time, or such other address as shall be notified in writing to the Council and the County Council from time to time, marked for the attention of Gladman Legal Department, and
- 7.3.3 on the Council at North Warehouse, The Docks, Gloucester GL1 2FB or such other address as shall be notified in writing to the parties from time to time marked for the attention of Head of Place, and
- 7.3.4 on the County Council at the address set out above or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Assistant Director of Legal Services

Evidence of Compliance

- 7.4 In addition and without prejudice to the proper exercise at any time by the County Council of any of its statutory powers functions or discretions in relation to the Site or otherwise the Owner shall if and when reasonably required by the County Council from time to time provide the County Council (without charge and within ten (10) Working Days) with such information including any copies of any documents as the County Council may reasonably request for the purpose of ascertaining whether there has been compliance with or any breach of the requirements of this Deed and the Schedules to it in so far as it relates the County Provisions

8. Local land charge

This deed shall be registerable as a local land charge.

9. Jurisdiction and legal effect

- 9.1 This deed shall be governed by and interpreted in accordance with the law of England.
- 9.2 In so far as any clause or clauses of this deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this deed.
- 9.3 No waiver (whether expressed or implied) by the Council (or the County Council) of any breach or default in performing or observing any of the covenants terms or conditions of this deed

shall constitute a continuing waiver and no such waiver shall prevent the Council (or the County Council) from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

- 9.4 The provisions of this deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this deed has been dated.

10. Indexation, interest and VAT

- 10.1 Any sum to be paid to the Council under Schedule 2 or the County Council under Schedule 3 shall be increased by an amount equivalent to the increase in the relevant Index from the date of this deed until the date on which such sum is paid.
- 10.2 If any payment due under this deed is paid late, Interest shall be payable from the date payment is due to the date of payment.
- 10.3 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly payable.

11. Mortgage Protection

- 11.1 For the avoidance of doubt, this clause 11 applies only to the mortgagee or chargee or Receiver of a Registered Provider.
- 11.2 The provisions of paragraph 4 of Schedule 2 of this deed shall not be binding on a mortgagee or chargee (or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each 'a Receiver')) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:
- 11.2.1 such mortgagee, chargee or Receiver shall first give written notice to the Housing Projects and Strategy Team Leader at the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the

Affordable Housing Units(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 11.2.2 if such disposal has not completed within the three month period, the mortgagee, chargee and Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions of paragraph 4 of Schedule 2 of this deed which provisions shall determine absolutely.

12. Warranty

The Owner hereby warrants to the Council and the County Council that is has not leased mortgaged charged or otherwise created any interest in the Site at the date of this Deed save for any that has been disclosed prior to the date of this Deed or those contained mentioned or referred to in title number GR50726 set out in the official copy of the register dated 6 June 2022 and timed at 10:26:25.

IN WITNESS of which the Owner and the Promoter have executed this deed as a deed and delivered it the day and year first before written.

SCHEDULE 1

The Owner's Title and Site Description

Title Number	Description of Site	Owner
GR50726	Land lying on the south west side of Hempsted Lane, Gloucester	G & J Mann Limited

SCHEDULE 2

The Owner's Covenants with the Council

1. Progress of development

The Owner shall notify the Council:

- 1.1 upon the Commencement of Development,
- 1.2 upon first Occupation of any part of the Development,
- 1.3 upon Occupation of the 107th Dwelling,
- 1.4 upon the Occupation of 50% of the Dwellings on any Phase of Development (if any) or on the Site whichever is earlier,
- 1.5 upon the Occupation of 75% of the Dwellings on any Phase of Development (if any) or on the Site whichever is earlier,
- 1.6 upon the Occupation of 90% of the Dwellings on any Phase of Development (if any) or on the Site whichever is earlier, and
- 1.7 upon the Occupation of 95% of the Dwellings on any Phase of Development (if any) or on the Site whichever is earlier.

2. the Formal Sport Contribution

- 2.1 To pay the Formal Sport Contribution to the Council in the following instalments:
 - 2.1.1 50% (fifty percent) prior to the first Occupation of the Development, and
 - 2.1.2 the balance prior to the first Occupation of the 107th Dwelling.
- 2.2 Not Occupy nor permit the Occupation of any Dwelling until the payment referred to at paragraph 2.1.1 above has been made.
- 2.3 Not Occupy nor permit the Occupation of more than 107 of the Dwellings until the payment referred to at paragraph 2.1.2 above has been made.

3. Open space transfer and works

- 3.1 To submit with the first Reserved Matters Application to the Council for approval the Open Space Works Specification the Management Plan and the Phasing Plan.
- 3.2 Prior to Commencement of Development to submit to the Council evidence of the formation of a Management Company for the purpose of managing and maintaining the Open Space.
- 3.3 Not to permit or allow the Occupation of more than 75% (seventy five percent) of the Dwellings on any Phase of Development until any Open Space to be located on that Phase of Development has been provided and/or constructed (as appropriate) in complete accordance with the approved Open Space Works Specification.
- 3.4 Upon completion of the laying out of the Open Space in accordance with the approved Open Space Works Specification to notify the Council of completion and to request that the Council inspects the Open Space within thirty (30) Working Days of such notification.
- 3.5 If upon inspection of the Open Space the Council identifies any works which are necessary to bring the Open Space up to the standard required by the approved Open Space Works Specification to complete such works as soon as reasonably practicable and notify the Council when this has occurred so the Council may inspect and approve the works.
- 3.6 To maintain the Open Space in accordance with the approved Management Plan until the date upon which the transfer described in paragraph 3.7 below has been completed.
- 3.7 Not to permit the Occupation of more than 95% (ninety five percent) of the Dwellings that form any part or Phase of the Development until the Open Space has been transferred to the Management Company in accordance with the details approved by the Council under the approved Management Plan and on the terms set out in Schedule 4.
- 3.8 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants direct with the Management Company:
 - (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the Open Space in accordance with the approved Management Plan; and

(ii) that upon any subsequent sale of such Dwelling he will procure that the incoming buyer shall enter into direct covenants with the Management Company in the form of paragraphs 3.8 (i) and 3.8 (ii) of Schedule 2.

3.9 Not to amend the approved Management Plan without the Council's written consent.

3.10 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council have otherwise first agreed in writing.

4. Affordable housing

4.1 To submit with the first Reserved Matters Application on the Development the Affordable Housing Scheme to the Council for the Development and not to Commence Development until it has been agreed in writing by the Council.

4.2 No more than 50% (fifty percent) of the Market Housing Units on any Phase of Development shall be Occupied until written notice has been given to the Council that 50% (fifty percent) of the Affordable Housing Units to be located on that Phase of Development have:

4.2.1 been constructed in accordance with the Planning Permission;

4.2.2 been made ready for residential Occupation; and

4.2.3 been transferred to the Registered Provider or in the case of Affordable Home Ownership Units that are not to be managed by a Registered Provider the Council has been provided with evidence that those Affordable Home Ownership Units have been transferred to an Occupier in accordance with the Affordable Housing Scheme approved pursuant to paragraph 4.1 above.

4.3 No more than 90% (ninety percent) of the Market Housing Units on any Phase of Development shall be Occupied until written notice has been given to the Council that all of the Affordable Housing Units to be located on that Phase of Development have:

4.3.1 been constructed in accordance with the Planning Permission;

4.3.2 been made ready for residential occupation;

4.3.3 been transferred to the Registered Provider (or in the case of Affordable Home Ownership Units that are not to be managed by a Registered Provider the Council has

been provided with evidence that those Affordable Housing Units have been transferred to an Occupier in accordance with the Affordable Housing Scheme approved pursuant to paragraph 4.1 above).

- 4.4 The transfer of the Affordable Housing Units referred to at paragraphs 4.2.3 and 4.3.3 above shall include the following:
- 4.4.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Land;
 - 4.4.2 full and free rights to the passage of water, soil, electricity, gas and other services through the pipes, drains, channels, wires, cables and conduits in the adjoining land up to and abutting the boundary to the Affordable Housing Land, all such services to be connected to the mains; and
 - 4.4.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development.
 - 4.4.4 In relation to the Affordable Home Ownership Units where appropriate a provision preserving the discounted market price of the Affordable Home Ownership Unit to subsequent owners of the Affordable Home Ownership provided to meet the housing needs of the Council.
- 4.5 From the Date of Practical Completion of each of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme, save that this obligation shall not be binding on:
- 4.5.1 any Protected Tenant, any mortgagee or chargee of a Protected Tenant or any person deriving title from a Protected Tenant, or any successor in title to a Protected Tenant and their respective mortgagees and chargees, or
 - 4.5.2 a mortgagee chargee or Receiver of a Registered Provider where clause 11.2.2 of this deed applies, or
 - 4.5.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.
- 4.6 To use reasonable endeavours to reinvest any Net Capital Receipts from future release of equity in the Affordable Housing Units for the provision of Affordable Housing in the

Council's area subject to any restrictions or requirements of Homes England funding or grant.

Monitoring Fee

- 5.1 To pay the Monitoring Fee upon the submission of the first Reserved Matters Application.

SCHEDULE 3

The Owner's Covenants with the County Council

1. Progress of development

The Owner shall notify the County Council:

- 1.1 upon the Commencement of Development,
- 1.2 upon Occupation of any part of the Development,
- 1.3 upon Occupation of the 50th Dwelling, and
- 1.4 upon Occupation of the 150th Dwelling.

PROVIDED THAT where the Owner fails to give the relevant notification to the County Council the S106 Monitoring Officer is at liberty to elect a date which it reasonably considers to be the Commencement of Development, the date of Occupation of any part of the Development, the date of Occupation of the 50th and the 150th Dwelling in default of the Owner's compliance with paragraphs 1.1, 1.2, 1.3 and/or 1.4 above for the purposes of clause 10 (Indexation and Interest).

2. Payment of contributions and Fees

- 2.1 To pay the:
 - 2.1.1 Highway Improvement Contribution (plus any indexation and late payment interest payable pursuant to clause 10); and
 - 2.1.2 the balance of the S106 Monitoring Officer Fees being £2,500.00to the County Council prior to the Commencement of Development.
- 2.2 Not to permit or allow the Commencement of Development until the Highway Improvement Contribution (plus any indexation and late payment interest payable pursuant to clause

10) and the balance of the S106 Monitoring Officer Fees have been paid to the County Council.

2.3 To pay the:

2.3.1 Library Contribution (plus any indexation and late payment interest payable pursuant to clause 10) and

2.3.2 Travel Plan Monitoring Fee (plus any indexation and late payment interest payable pursuant to clause 10)

to the County Council prior to the first Occupation of the Development.

2.4 Not to permit or allow the Occupation of any Dwelling until the Library Contribution (plus any indexation and late payment interest payable pursuant to clause 10) and the Travel Plan Monitoring Fee (plus any indexation and late payment interest payable pursuant to clause 10) have been paid to the County Council.

2.5 To pay the Secondary Education (aged 11-16 years) Contribution (plus any indexation and late payment interest payable pursuant to clause 10) to the County Council in the following instalments:

2.5.1 50% (fifty percent) prior to the first Occupation of the Development,

2.5.2 25% (twenty five percent) prior to the first Occupation of the 50th Dwelling, and

2.5.3 the balance prior to the first Occupation of the 150th Dwelling.

2.6 The Owner shall not Occupy nor permit the Occupation of any Dwelling until the payment referred to at paragraph 2.5.1 above (plus any indexation and late payment interest payable pursuant to clause 10) has been made.

2.7 The Owner shall not Occupy nor permit the Occupation of more than 50 Dwellings until the payment referred to at paragraph 2.5.2 above (plus any indexation and late payment interest payable to clause 10) has been made.

2.8 The Owner shall not Occupy nor permit the Occupation of more than 150 Dwellings until the payment referred to at paragraph 2.5.3 above (plus any indexation and late payment interest payable pursuant to clause 10) has been made.

3. Travel Plan Bond Provisions

- 3.1 Not to permit or allow the Commencement of Development until the form of the Travel Plan Bond and the details of the Bondsman have been approved in writing by the County Council unless the Owner has deposited the Travel Plan Deposit with the County Council in accordance with paragraph 3.2 below.
- 3.2 Not to permit or allow the Commencement of Development until the Owner has either procured that the Bondsman has entered into the Travel Plan Bond (both as approved by the County Council pursuant to paragraph 3.1 above) for the Travel Plan Bond Sum (plus indexation pursuant to clause 10) or the Owner has deposited the Travel Plan Deposit with the County Council.

SCHEDULE 4

Provisions relating to the transfer of the Open Space

The transfer of the Open Space to the Management Company shall:

- i. be a transfer of the entire freehold interest of the Open Space
- ii. be free from any pre-emption or option agreement
- iii. be free from any mortgage, charge, lien or other such incumbrance
- iv. be free from any lease, licence or any other third party interests
- v. be subject to a covenant which prohibits the use of the Open Space for any purpose other than for public recreation and amenity subject to the right of the Management Company to construct any buildings or other structures ancillary to such use
- vi. include all usual and necessary rights of way with or without vehicles for the benefit of the Open Space
- vii. reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the Open Space
- viii. reserve in favour of the Owner the right to lay and use new services subject to the prior written agreement of the Management Company together with any rights of entry to inspect, repair, renew, cleanse and maintain the same
- ix. declare that boundary structures shall belong to and be maintained by the owners of the Dwellings which adjoin the Open Space
- x. not require consideration in excess of one pound (£1)
- xi. contain a covenant for the benefit of the Council to manage and maintain the Open Space in accordance with the approved Management Plan

SCHEDULE 5

Affordable Housing Tenure

No. of Bedrooms	1	2	3	4	5
No. Persons	2	4	6	8	9 min
Social Rented Units	33%	0%	44%	17%	6%
Affordable Rented Units		100%	0%	0%	0%
Affordable Home Ownership Units		53%	41%	6%	

SCHEDULE 6

(draft form of Travel Plan Bond)

DATED

202[]

[]

and

GLoucestershire COUNTY COUNCIL

and

[]

TRAVEL PLAN BOND

in respect of Land at Hill Farm, Hempsted, Gloucester



Gloucestershire
COUNTY COUNCIL

Assistant Director of Legal Services
Shire Hall
Westgate Street
Gloucester
GL1 2TG

20/000315/OUT

75366A

THIS AGREEMENT is made the _____ day of _____ 202[]

BETWEEN

1. [] [of _____] (Company Registration Number _____) (“**The Bondsman**”)
2. **GLOUCESTERSHIRE COUNTY COUNCIL** of Shire Hall, Westgate Street, Gloucester GL1 2TG (“**the Council**”)
3. [] of [_____] (“**the Owner**”)

WHEREAS

1. By a S106 Unilateral Deed (“**the Main Deed**”) dated [_____] given by G & J Mann Limited (1) to Gloucester City Council (2); and Gloucestershire County Council (3) with the consent of Gladman Developments Limited (4) the Owner gave certain undertakings to the Council in respect of development of land at Hill Farm, Hempsted, Gloucester
2. By the Main Deed the Owner undertook to procure delivery to the Council certain bonding facilities as defined in paragraph 3, Schedule 3 to the Main Deed
3. This Deed shall be construed in all respects as being part of the Main Deed
4. The Bondsman has been approved by the Council in accordance with paragraph 3.1, Schedule 3 of the Main Deed and is prepared to undertake with the Council as hereafter mentioned

NOW THIS DEED WITNESSETH as follows:

1. The Bondsman and Council hereby agree that:
 - 1.1 (In accordance with the provision of sub-clause 1.2 below) In the event that the Owner fails to carry out or comply with any of the terms conditions and obligations associated with the Travel Plan (defined at clause 1.1.17 of the Main Deed) as subsequently approved by the Council (“**the Approved Travel Plan**”) the Bondsman will subject to Clause 2 on demand pay to the Council in

advance any such sum of money as is reasonably determined by the Council to remedy any breach or default of this deed associated with the Approved Travel Plan or any part thereof

1.2 In accordance with sub-clause 1.1 above the Commissioning Director: Communities and Infrastructure of the Council) or such other Chief Officer as shall from time to time be responsible for highways and transportation functions of the Council ("the **Proper Officer**") shall issue a certificate setting out the terms conditions and/or obligations of the Approved Travel Plan that the Owner has failed to carry out or comply with including such sum as to remedy such fault

1.3 Such failure shall have been sufficiently proven for the purposes of sub-clause 1.1 above on issue of a certificate (or certificates) by the Proper Officer referred to in sub-clause 1.2 above

2. The Council hereby agrees with the Bondsman that the total sum payable by the Bondsman shall not exceed the greater of the Basic Travel Plan Bond Sum identified in the Main Deed multiplied by the variable factor referred to in Clause 3 hereof

3. The Bondsman hereby agrees with the Council that the variable factor referred to in Clause 2 hereof shall be the percentage increase of the Retail Price Index (Motoring) referred to in clause 1.1.36.4 of the Main Deed) from the date of last publication prior to the date of the Main Deed up to the date of the last publication before the certificate referred to in Clause 1 hereof

4. The Council hereby agrees with the Bondsman that upon any drawdown of payment pursuant to any default by the Owner in carrying out its obligations under the Approved Travel Plan identified in the Main Deed and confirmation from the Proper Officer so to do the Council will (as soon as practicable thereafter) notify the Bondsman of such reduction

5. In the event of the sum payable under the terms of Clause 1 of this Deed being reduced in accordance with clause 4 of this Deed then for the purposes of this clause from the date of such notification the reduced sum specified shall be substituted for the Basic Travel Plan Bond Sum and the date of notification shall be substituted for the date specified in clause 3 of this Deed

6. If there shall be any bona fide dispute difference or question between the Council the Owner and the Bondsman as to the amount payable hereunder or with respect to the construction or effect of the provisions of this Deed or if any event shall happen whereby it becomes impossible or impracticable to implement the provisions for calculating the amount payable hereinbefore contained then and in any such case such dispute difference or question as the case may be as to the amount payable shall be referred for determination by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory enactment in that behalf for the time being in force

7. Any notice to:

7.1 the Bondsman under this Deed shall be in writing and shall be deemed to be sufficiently served if sent to it by registered or recorded delivery post to its registered office; and

7.2 the Council under this Deed shall be in writing and shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the Council addressed to the Assistant Director of Legal Services, Gloucestershire County Council, Shire Hall, Westgate Street, Gloucester GL1 2TG

7.3 the Owner under this Deed shall be in writing and shall be deemed to be sufficiently served if sent to the address set out above or such other address as shall be notified in writing to the Council from time to time

6. This Bond shall come into effect on the date hereof and shall expire after 5 years from the date 1st Occupation of the 1st Dwelling as defined by the Main Deed.

7. It is hereby agreed by the parties hereto that failure by the Council or the Proper Officer at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owner of any of the conditions covenants agreements or obligations of the Main Deed or any failure or delay by the Council or Proper Officer to exercise any act right or remedy shall not be construed as a waiver of or as creating an estoppel in connection with any such condition covenant agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of the Main Deed agreed between the Owner and the Council which does not affect the liability of the Bondsman shall not vitiate the remainder of the Main Agreement which shall remain in full force and effect subject to such amendments or amendments agreed

8. This Deed shall be a Deed and shall be governed by and construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English Courts

9. The Owner hereby agrees to pay the Council's costs in the sum of Pounds (£) with regards to the costs involved in putting this Bond in place

10. This Bond is personal to the Council and not otherwise assignable or transferable.

11. The Council must apply all sums received pursuant to clause 1 towards the costs of and carrying out the obligations under the approved Travel Plan which are in default by the Owner.

12. Upon the reduction of the Travel Plan Bond Sum or the termination of this Bond the Council shall within 20 Working Days of receipt of a written request from the Owner or Surety issue a letter to the Surety or Owner certifying the reduction or termination of Basic Travel Plan Bond Sum or the Travel Plan Bond.

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before written

EXECUTED as a **Deed**

by the said

in the presence of:-

Signature

Signature of witness	
Name (in BLOCK CAPITALS)	
Address	
Occupation	

Executed as a **DEED** by

acting by a Director and Director and Secretary in the presence of:-

Director /Secretary (Print name here)
--

Director / Secretary (Print name here)

**THE COMMON SEAL of
GLOUCESTERSHIRE COUNTY COUNCIL**
was hereunto affixed
in the presence of:-



Seal No.

Signature	
Name (in BLOCK CAPITALS)	
for Assistant Director of Legal Services	

Agreed draft

EXECUTED as a deed by

G & J MANN LIMITED

Acting by a director

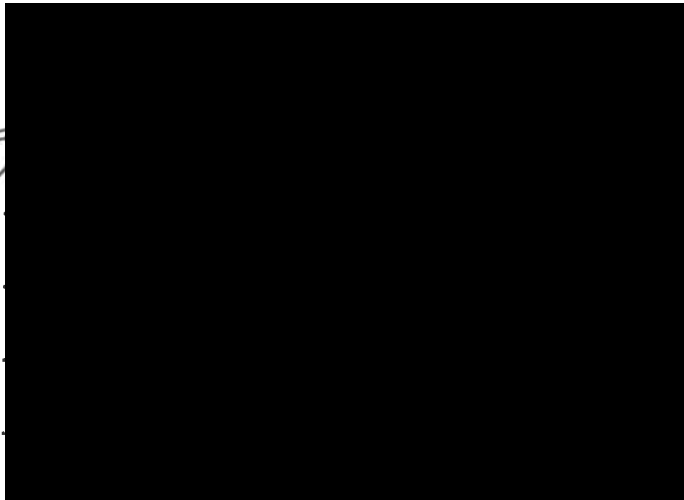


in the presence of:

Witness name:

Witness address:

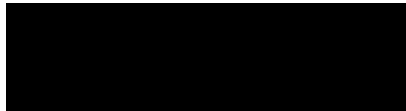
Occupation:



EXECUTED as a deed by

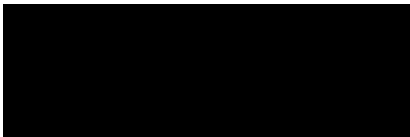
GLADMAN DEVELOPMENTS LIMITED

Acting by a director



Director

in the presence of:



Witness name:

.....

Witness address:


.....

.....

.....

Occupation:

SOLICITOR

Name. 

Gladman Legal Department
 Gladman House Alexandria Way
 Congleton Cheshire CW12 1LB